



## Reseller partner agreement

Flexado B.V., established at Liessentstraat 9 a, 5405 AH Uden (Netherlands), represented by Mr R.P. ten Tije, hereinafter to be referred to as: "Flexado".

And,

[.....] established in [.....], hereinafter referred to as "Reseller".

Whereas:

- The parties have mutually agreed that Reseller will work for Flexado as a reseller with effect from [.....] and wish to specify the relationships existing between them in the following;
- Reseller will work either as an independent entrepreneur or via 'remote';
- The parties explicitly do not intend to enter into an employment agreement with each other, but only an independent relationship (agency agreement or assignment agreement);
- The parties wish to lay this down in writing in this agreement.

AGREE AS FOLLOWS:

### Article 1

#### Cooperation Reseller

1.1 Flexado instructs Reseller to mediate on its behalf in the conclusion of agreements without being subordinate to Flexado regarding the sale of the products and services, as indicated on the Flexado website ([www.flexado.com](http://www.flexado.com)) to which Reseller commits, subject to the following terms and conditions.

1.2 Reseller is not allowed to conclude agreements, neither in its own name nor in any other name. Reseller mediates on behalf of the conclusion of agreements, however Flexado shall at all times sign the agreements. Reseller shall also never pretend or behave as if it is authorised to conclude agreements in this context.

1.3 The agreement has been entered into for an indefinite period of time, however on the understanding that it shall end one month after one of the Parties gives notice of termination to the other Party by e-mail or registered letter, which notice may only be given against the last day of a calendar month.

### Article 2

#### Commission

2.1 If through the intermediation of the Reseller an agreement is concluded with Flexado, the Reseller shall be entitled to a commission as set out in Annex 1 to this agreement (Flexado Reseller Commission). The conditions set out in Schedule 1 shall apply and prevail over the provisions of this agreement should there be an overlap.

2.2 If Reseller does not meet the set targets during a period of 2 months, Flexado shall be entitled to unilaterally adjust the agreement or to terminate it immediately without Reseller being able to claim additional compensation or damages from Flexado. Targets may vary and are set in consultation with Reseller.

2.3 Except for the commission referred to in article 2.1, Reseller shall not be entitled to any other remuneration, salary, commission by whatever name.

2.4 Reseller is also not entitled to commission on deals:

- if applicable: that do not reasonably fall within the Reseller's territory;
- which are returned or cancelled and for which credit notes have been sent by Flexado, for example;
- which are not paid to Flexado.

### Article 3

#### Statement

3.1 Flexado shall within one month after the end of each month provide Reseller with a written statement of the commission due over the previous month, stating the data on which that calculation is based.

3.2 Flexado shall at the end of each month thereafter pay to Reseller any commission due, unless the Parties agree otherwise.

3.3 If it later appears that an account is not paid either due to non-payment, return or otherwise, the commission wrongly received by Reseller shall be refunded or set off.

### Article 4

#### Exclusivity and territory

4.1 Reseller has no exclusivity in respect of this agreement, so that Reseller does not operate as reseller for Flexado to the exclusion of others.

4.2 Reseller is not prohibited from operating outside a certain territory and mediating transactions with potential clients located outside that territory. Simply put, Reseller may mediate 'everywhere' in terms of closing deals as long as it falls within the framework of this cooperation.

4.3 Reseller agrees that Flexado may make changes to exclusivity and rayons in the future, including during the term of this agreement. For example, Flexado may grant exclusivity to another Reseller for a certain rayon. In such a case the Parties will consult with each other, but the basic principle is that the Reseller is then no longer allowed to mediate in that territory with regard to the sale of Flexado's products and services.

4.4 If Reseller discovers that third parties are infringing Flexado's trademarks, patents, trade name, models or other immaterial rights, Reseller shall be obliged to immediately notify Flexado thereof.

### Article 5.

#### Further agreements

5.1 During the term of this agreement the Reseller undertakes not to sell articles and services of other parties comparable to Flexado, either directly or indirectly, nor to be directly or indirectly involved in the sale by others of articles and services as referred to in this agreement, nor to act as an intermediary in this respect.

5.2 Flexado undertakes towards Reseller that if at any time it expands or changes its range of products or services, the agreements referred to in this agreement shall also apply to such new products and services, unless Flexado does not wish to do so. In the latter case Flexado shall indicate in writing to Reseller that a certain new service or product does not fall within this cooperation and that Reseller may therefore not mediate in respect of that product or service.

5.3 Reseller undertakes to only mediate in relation to articles and services of Flexado where Reseller shall observe or state the following:

- a. at the prices set by Flexado;
- b. subject to delivery times set by Flexado;
- c. on Flexado's terms of sale and delivery;
- d. with payment terms to be indicated by Flexado;
- e. subject expressly to confirmation of the order by Flexado;
- f. subject to express mention of payment to Flexado.

5.4 Payments from customers inadvertently made not directly to Flexado but to Reseller shall be paid immediately into Flexado's bank account.

5.5 Reseller is prohibited from acting as an intermediary with respect to other types of agreements than those referred to in this agreement.

5.6 Reseller is obliged to periodic (online) meetings with Flexado for, inter alia, refresher training on new products, services and/or sales techniques etc.

5.7 The Reseller shall be self-employed at its own expense and risk. Parties pertinently do not intend to enter into an employment agreement with each other.

5.8 Reseller does not receive travel expenses or a car or mileage allowance.

5.9 Reseller will have access to relevant software necessary to perform the work properly.

5.10 Reseller will get his own @flexado.com e-mail address to perform his work as mentioned in this agreement. Reseller will use that e-mail address exclusively for what is mentioned in this

Agreement. Reseller will only use the e-mail address for the execution of the provisions of this Agreement and not wider than that. Reseller is therefore not allowed to use the e-mail address for other purposes and Reseller declares to use the e-mail address as well as the account and everything he gets to use from Flexado with due care. Any damage to the property will be recovered from Reseller.

5.11 Reseller will receive Flexado business cards which it can use for the performance of the provisions of this agreement.

5.12 Reseller shall mention on LinkedIn that it is affiliated with Flexado.

5.13 Reseller hereby expressly consents from the same to be named with a photograph on Flexado's website on the "Team" page. \*

#### Article 6

Other agreements such as intellectual property, confidentiality and penalty clause

6.1 The Reseller shall immediately, and in any event within five days, forward all orders it has concluded to Flexado in writing, and shall also immediately notify Flexado in writing of all customer communications concerning or relating to Flexado's business.

6.2 Upon termination of this agreement, the Reseller shall forthwith put at Flexado's disposal all that it has obtained from Flexado in the matter of or in connection with this agreement.

6.3 During and after termination of this agreement the Reseller shall observe strict confidentiality towards all third parties in respect of everything that comes to its knowledge in the performance of its duties under this agreement in connection with Flexado's business and interests.

6.4 The Reseller shall never be able to assert any intellectual or industrial property right vis-à-vis Flexado in respect of developments/activities carried out by it on the instructions of Flexado or its affiliated companies during the term or after the termination of this agreement. All intellectual property rights shall exclusively belong to Flexado.

6.5 During and for a period of 3 years after the end of this agreement, Reseller shall, without Flexado's prior written consent, not perform any work for relations of Flexado and for competing companies of Flexado, whether or not for payment, and shall refrain from doing business for its own account as a competitor of Flexado.

6.6 Reseller shall be in default by operation of law by mere breach or non-performance of the provisions of Articles 5 and 6. Reseller shall forfeit to Flexado an immediately payable amount of € 5,000 for each breach, in addition to an amount of € 500 for each day that the breach continues, without prejudice to Flexado's right to claim full damages from Reseller, should such amount be higher.

6.7 To the extent the conditions set out in article 7:442 of the Dutch Civil Code and the requirements set out in the applicable established case law on this subject are met, the Reseller shall be entitled to customer compensation upon termination of this agreement.

6.8 This agreement is subject to Flexado's general terms and conditions and privacy policy. By signing this agreement, Reseller agrees to these.

6.9 The provisions in the preamble apply to this agreement.

#### Article 7

Applicable law

7.1 This agreement is governed by Dutch law.

7.2 Any disputes will initially only be submitted to the District Court Midden-Nederland, location Utrecht.

\* By signing this agreement below, Reseller agrees to the placement of his photograph as mentioned above.

Flexado B.V.  
R.P. ten Tije

Signature

Company name:  
Contact person:  
Date:

Signature